

MORTGAGE RECORD No. 79

Receiving No. 1014

Reg. No. 225
Fee Paid \$ 4.00

MORTGAGE

THIS INDENTURE, Made this 13th day of August, in the year of our Lord one thousand nine hundred thirty-five, between John Fritzel and Clementine V. R. Fritzel, his wife in the County of Douglas and State of Kansas, of the first part, and The Ancient Order of United Workmen of Kansas, of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand Six Hundred and 00/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

"The north one hundred (100) feet of the West ten (10) feet of Park Lot One (1) and the north one hundred (100) feet of all of Park Lot Three (3) in the city of Lawrence, Douglas County, Kansas."

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Fritzel and Clementine V. R. Fritzel, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of One Thousand Six Hundred and 00/100 - - - - - DOLLARS, according to the terms of one certain promissory note this day executed by the said John Fritzel and Clementine V. R. Fritzel, his wife to the said party of the second part; said note being given for the sum of One Thousand Six Hundred and 00/100 - - - - - DOLLARS, dated August 13, 1935, due and payable in five years from date hereof, Aug. 1, 1935 with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable, or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law-appraisement hereby waived or not, at the option of the part of the second part, executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount thereof or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the part making such sale, on demand, to the said heirs or assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed and delivered in presence of
Frank Meierhoffner

John Fritzel
Clementine V. R. Fritzel

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 23rd day of August, A.D. 1935, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John Fritzel and Clementine V. R. Fritzel, to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, on the day and year last above written.

(SEAL) (My commission expires March 9, 1936)

Oscar J. Lane
Notary Public

Recorded August 23, 1935 at 2:50 P.M.

Harold R. Beck Register of Deeds.

Receiving No. 1039

MORTGAGE

THIS INDENTURE, Made this 19th day of August A. D. 1935 between Zeta Chi Alumni Association, a Corporation By Walter Brown, President and G. T. Chubb, Secretary of Baldwin, Douglas County, in the State of Kansas, of the first part and THE AETHA BUILDING AND LOAN ASSOCIATION of Topeka, Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Forty-two Hundred (\$4200.00) and no/100 DOLLARS, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described Real Estate, situated in Baldwin, Douglas County, and State of Kansas to wit:

The North Half of Lots One Hundred Twenty-two (122), One Hundred Twenty-four (124) and One Hundred Twenty-six (126), on Indiana Street, Baldwin City, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition; that whereas, said Zeta Chi Alumni Association has this day executed and delivered its certain promissory note in writing to said party of the second part, of which the following is a copy;

No. SF-308 FIRST MORTGAGE REAL ESTATE NOTE \$4200.00

FOR VALUE RECEIVED, We promise to pay to the order of THE AETHA BUILDING AND LOAN ASSOCIATION, Forty-two Hundred (\$4200.00), Dollars, lawful money of the United States, in monthly payments of Forty-three and 28/100 (\$43.28) Dollars each, including both interest and principal, interest to be computed on monthly unpaid balances at the rate of 7% per annum. The first monthly payment is to be made September,

THIS FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT
Received of John Fritzel and Clementine V. R. Fritzel, his wife, 19-35
the sum of One Thousand Six Hundred and 00/100 Dollars, in full
of the sum of the within Mortgage, by Edgar A. Meierhoffner, Notary Public
for said parties of the first part.

This Release
was written
on the original
Mortgage
and entered
this day of
August 1935
at
Baldwin City,
Mo.
Oscar J. Lane
Notary Public

Reg. No. 237
Fee Paid \$10.50

On Payment
See Book 119 p. 100
for release record and page 100